

**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

12063

**FILE:** B-208134

**DATE:** December 7, 1982

**MATTER OF:** Meridian Electric Corporation

**DIGEST:**

It was an error for bidder to conclude that "N.I.C." (not in the contract) notation next to four power centers on drawing incorporated by reference into the IFB omitted power centers from contract where IFB and amendment to IFB called to attention of bidders that revision "A" of drawing applied to procurement and "N.I.C." notation did not appear next to any drawing portion labeled revision "A." Further, IFB, bid form, specifications and IFB amendment have repeated references that contract covers furnishing and installing four power centers.

Meridian Electric Corporation (Meridian) protests the rejection of its bid under invitation for bids (IFB) No. 5-56062/073, issued by the Goddard Space Flight Center, National Aeronautics and Space Administration (NASA), and award of the contract to the second low bidder.

We deny the protest.

Essentially, the protest turns on whether Meridian made an error in its low bid submitted under the IFB. NASA states that the IFB requires the contractor to construct an uninterruptible power system and four power centers. NASA maintains that Meridian made a mistake in bid in that Meridian admitted upon a request for verification of the bid that it did not include the power centers in the bid price. When Meridian refused to furnish evidence in support of an error, the contracting officer rejected the bid under NASA Procurement Regulation § 2.406-3(d)(5). The regulation provides that, where a bidder fails or refuses to furnish evidence in support of a suspected mistake in bid, the contracting officer may reject the bid where the acceptance of the bid would be unfair to the bidder or other bidders.

Meridian denies it made an error. Meridian contends that its bid price covers only the construction of an uninterruptible power supply system because that is all the

IFB contemplates. Meridian supports its position by referring to an "N.I.C." (not in the contract) notation next to the four power centers on the NASA drawing incorporated by reference into the IFB.

NASA has explained that the drawing was used for three different procurements, each a separate phase of the total project, that the IFB and a subsequent amendment to the IFB called to the attention of bidders that revision "A" of the drawing applied to the immediate procurement, and that the "N.I.C." notation did not appear next to any drawing portion labeled revision "A." Further, NASA has pointed out that in the IFB, the bid form, the specifications and the IFB amendment, there are repeated references to the fact that the contract covers the furnishing and installing of an uninterruptible power supply system and four power centers. Our examination of the referenced documents confirms NASA's representations.

Therefore, we agree with NASA that Meridian's failure to include the power centers was a mistake in bid and that an award to Meridian on that basis would not be appropriate.

*for Milton J. Jorola*  
Comptroller General  
of the United States